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|---------------------------------|---------------------------------------------------------|-------------------------------|--------------------------------|
| <i>SERFF Tracking Number:</i> | <i>AGNN-127826534</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Western National Life Insurance Company</i> | <i>State Tracking Number:</i> | <i>50271</i> |
| <i>Company Tracking Number:</i> | <i>A215-11-X</i> | | |
| <i>TOI:</i> | <i>A02I Individual Annuities- Deferred Non-Variable</i> | <i>Sub-TOI:</i> | <i>A02I.003 Single Premium</i> |
| <i>Product Name:</i> | <i>Single Premium Deferred Annuity</i> | | |
| <i>Project Name/Number:</i> | <i>A215-11-X/A215-11-X</i> | | |

Filing at a Glance

Company: Western National Life Insurance Company

Product Name: Single Premium Deferred Annuity SERFF Tr Num: AGNN-127826534 State: Arkansas

TOI: A02I Individual Annuities- Deferred Non-Variable SERFF Status: Closed-Approved- Closed State Tr Num: 50271

Sub-TOI: A02I.003 Single Premium Co Tr Num: A215-11-X State Status: Approved-Closed

Filing Type: Form Author: Nancy R Smith Reviewer(s): Linda Bird
 Date Submitted: 11/15/2011 Disposition Date: 11/18/2011
 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval Implementation Date:
 State Filing Description:

General Information

Project Name: A215-11-X Status of Filing in Domicile: Pending
 Project Number: A215-11-X Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments: Filing simultaneously.

Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 11/18/2011
 State Status Changed: 11/18/2011

Deemer Date: Created By: Nancy R Smith
 Submitted By: Nancy R Smith Corresponding Filing Tracking Number:

Filing Description:

The forms submitted in this filing are new and do not replace any forms previously approved by your Department. We certify that we are in compliance with Regulations 19 and 49, as well as AR. Code Ann. 23-79-138. The filing includes no assumption or provisions that unfairly discriminate in availability, rates, benefits, or any other way for prospective insureds of the same class, equal expectation of life, and degree of risk. This filing does not contain any unusual or controversial items. To the best of our knowledge, information and belief, the forms submitted herewith are in compliance with the provisions of the insurance laws, rules, regulations and bulletins of your state, and such forms contain no provisions previously disapproved by your Department.

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| <i>Company Tracking Number:</i> | <i>A215-11-X</i> | | |
| <i>TOI:</i> | <i>A021 Individual Annuities- Deferred Non-Variable</i> | <i>Sub-TOI:</i> | <i>A021.003 Single Premium</i> |
| <i>Product Name:</i> | <i>Single Premium Deferred Annuity</i> | | |
| <i>Project Name/Number:</i> | <i>A215-11-X/A215-11-X</i> | | |

Form A215-11-X is an individual fixed single premium deferred annuity policy with a market value adjustment provision and an early withdrawal charge period of 10 years. The owner may make partial withdrawals at any time before the Annuity Date. Withdrawals in excess of the permitted free withdrawals are subject to a decreasing early withdrawal charge for ten years after the Policy Date, and to a Market Value Adjustment during a Guaranteed Rate Period. This policy is non-participating. The issue ages are 0-85. The policy will be marketed through financial institutions and will be both home office and field issued, except for rollovers and transfers which are only home office issued.

Form 211-1X is the application used to apply for this policy.

Company and Contact

Filing Contact Information

| | |
|---------------------------------------|---------------------------------|
| Nancy R. Smith, Compliance Analyst Sr | Nancy.R.Smith@valic.com |
| 2929 Allen Parkway, L10-30 | 800-262-4764 [Phone] 6070 [Ext] |
| Houston, TX 77019-2155 | 713-831-6932 [FAX] |

Filing Company Information

| | | |
|-----------------------------------------|-------------------------|--------------------------|
| Western National Life Insurance Company | CoCode: 70432 | State of Domicile: Texas |
| 2929 Allen Parkway, L10-30 | Group Code: 12 | Company Type: |
| Houston, TX 77019 | Group Name: | State ID Number: |
| (713) 831-6006 ext. [Phone] | FEIN Number: 75-0770838 | |

Filing Fees

| | |
|------------------|---------------------|
| Fee Required? | Yes |
| Fee Amount: | \$100.00 |
| Retaliatory? | Yes |
| Fee Explanation: | Texas fee is \$100. |
| Per Company: | No |

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|-----------------------------------------|----------|----------------|---------------|
| Western National Life Insurance Company | \$100.00 | 11/15/2011 | 53755474 |

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| <i>Product Name:</i> | <i>Single Premium Deferred Annuity</i> | | |
| <i>Project Name/Number:</i> | <i>A215-11-X/A215-11-X</i> | | |

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|-------------------|-------------------|-----------------------|
| Approved-Closed | Linda Bird | 11/18/2011 | 11/18/2011 |

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| <i>Project Name/Number:</i> | <i>A215-11-X/A215-11-X</i> | | |

Disposition

Disposition Date: 11/18/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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| <i>Project Name/Number:</i> | <i>A215-11-X/A215-11-X</i> | | |

| Schedule | Schedule Item | Schedule Item Status | Public Access |
|----------------------------|--------------------------------|-----------------------------|----------------------|
| Supporting Document | Flesch Certification | | Yes |
| Supporting Document | Application | | No |
| Supporting Document | Life & Annuity - Acturial Memo | | No |
| Supporting Document | SOVs | | Yes |
| Form | SPDA w/MVA | | Yes |
| Form | Annuity Application | | Yes |

SERFF Tracking Number: AGNN-127826534 State: Arkansas

Filing Company: Western National Life Insurance Company State Tracking Number: 50271

Company Tracking Number: A215-11-X

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable

Product Name: Single Premium Deferred Annuity

Project Name/Number: A215-11-X/A215-11-X

Form Schedule

Lead Form Number: A215-11-X

| Schedule Item Status | Form Number | Form Type Form Name | Action | Action Specific Data | Readability | Attachment |
|----------------------|-------------|-------------------------------------------------------------|---------|----------------------|-------------|---------------------|
| | A215-11-X | Policy/Cont SPDA w/MVA ract/Fratern al Certificate | Initial | | 50.000 | A215-11- X.pdf |
| | 211-1X | Application/ Annuity Application Enrollment Form | Initial | | 50.000 | 211- 1X_JDoe.pdf |

WESTERN  NATIONAL
Life Insurance Company

[205 East 10th Avenue, Amarillo, Texas 79101
Telephone 800.424.4990]

SINGLE PREMIUM DEFERRED ANNUITY POLICY

Western National Life Insurance Company (referred to in this annuity policy as "We") has issued this policy in consideration of Your application and single premium.

Interest earned on Your single premium will accumulate until it is withdrawn or applied to an income plan. Income payments made according to the income plan selected will begin on the Annuity Date. If the Owner dies before an income plan is elected, a death benefit may be payable. See *Death Benefits*, beginning on page 9.

The Owner may make partial withdrawals at any time before the Annuity Date. Withdrawals in excess of permitted free withdrawals are subject to a decreasing early withdrawal charge for ten years after the Policy Date and to a Market Value Adjustment (MVA) during a Guaranteed Rate Period. The MVA may be either positive or negative. The early withdrawal charge is equal to the percentage shown below of the amount withdrawn which exceeds permitted free withdrawals.

| Policy Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Thereafter |
|-------------|----|----|----|----|----|----|----|----|----|----|------------|
| Charge | 8% | 8% | 8% | 7% | 6% | 5% | 4% | 3% | 2% | 1% | 0% |

No MVA or early withdrawal charge will be applied to a full or partial withdrawal made within the 30-day period following the end of a Guaranteed Rate Period. See *Withdrawals*, beginning on page 6, for additional information.

[ ]

SECRETARY

PRESIDENT

Policy Number: H123456

Policy Date: 11/01/2011

Single Premium Payment: 10,000

Annuity Date: 11/01/2041

Annuitant: John Doe

Age at Issue: 35

Read Your policy carefully. This annuity policy explains how Your annuity works, and is a legal contract between You and Western National Life Insurance Company.

RIGHT TO VOID: If, after reading the policy You are not satisfied for any reason, You may return the policy to Us or any agent authorized by Us within twenty days (thirty days if this policy is issued as a replacement) after receiving it. We will refund any premiums paid and the policy will then be void.

**SINGLE PREMIUM DEFERRED ANNUITY
WITH MARKET VALUE ADJUSTMENT PROVISION
ANNUITY PAYMENTS TO BEGIN ON ANNUITY DATE
THIS ANNUITY IS NON-PARTICIPATING -- DIVIDENDS ARE NOT PAYABLE**

SCHEDULE PAGE

Owner: John Doe

Joint Owner: _____

Annuitant: John Doe

Policy No.: H123456

Policy Issue Date: 11/01/2011

Annuity Date: 11/01/2041

Single Premium: \$10,000

Guaranteed Minimum Interest Rate: [1.00%]

Guaranteed Rate Period Selected: [5, 6, 7, 8, 9 or 10 years]

Interest Rates: The initial interest rate on the single premium is guaranteed as follows:

Policy Year 1: [3.00%]

Policy Years [2] – [10]: [2.00%]

After the Guaranteed Rate Period expires, the annuity will earn a rate of interest that will be declared in advance, but in no event will the rate be less than the Guaranteed Minimum Interest Rate shown above.

CONTENTS

| | Page |
|--------------------------------------------------------|-----------------|
| SCHEDULE PAGE..... | 2 |
| DEFINITIONS..... | 4 |
| OWNER..... | 4 |
| JOINT OWNER..... | 4 |
| ANNUITANT..... | 4 |
| BENEFICIARY..... | 5 |
| CHANGES TO OWNER, ANNUITANT OR BENEFICIARY..... | 5 |
| GUARANTEED RATE PERIODS AND POLICY VALUES..... | 5 |
| WITHDRAWALS..... | 6 |
| INCOME PLANS..... | 8 |
| DEATH BENEFITS..... | 9 |
| GENERAL INFORMATION..... | 10 |
| ACCUMULATION TABLE..... | 12 |
| MINIMUM MONTHLY INCOME PLAN PAYMENTS..... | 13 |
| ANNUITY APPLICATION..... | Attached |

DEFINITIONS:

Annuity Date: The date income payments will begin.

Annuity Value: The Annuity Value equals the single premium received, plus any interest earned, minus any applicable premium tax, minus any previous withdrawals and related early withdrawal charges, plus or minus any market adjustment applied.

Annuitant: The natural person to whom, or for whose benefit, income payments will be made.

Guaranteed Rate Period: The period of time for which the initial Interest Rate is guaranteed and during which a Market Value Adjustment will be applied to any withdrawals in excess of permitted amounts. The length of the Guaranteed Rate Period is shown on the Schedule Page.

Market Value Adjustment ("MVA"): A charge that is applied to any withdrawal during a Guaranteed Rate Period which exceeds the permitted free withdrawal amount.

Owner: The primary Owner and any Joint Owner, collectively.

Policy Date: The date this policy was issued and the date on which the single premium began earning interest.

We, Us, Our: Western National Life Insurance Company.

Withdrawal Value: The amount You would receive upon a full withdrawal or surrender of Your policy. The Withdrawal Value equals the Annuity Value after any applicable withdrawal charges have been deducted and the MVA has been applied.

You, Your: The owner.

OWNER

The Owner is the person or entity entitled to the ownership rights stated by this policy.

As the Owner, You have the right to:

- Name a different owner.
- Assign Your interest in the policy to another person.
- Name or change the beneficiary.
- Withdraw money from Your annuity.
- Select an income plan and specify its start date. (See *Income Plans* beginning on page 8 for details).
- Receive the annuity income payments once the income plan has been established, unless the Owner has directed that the annuity income payments should be made to another person or entity.
- Terminate Your annuity and receive the Withdrawal Value.

JOINT OWNER

Unless this policy is issued under an employer-sponsored retirement plan, or as an Individual Retirement Annuity, it may be owned by Joint Owners. Upon the death of either Owner, the surviving Joint Owner will be the primary beneficiary. If another result is desired, the Owner may specifically designate that a surviving Joint Owner will not be the primary beneficiary.

ANNUITANT

An Annuitant is a "measuring life" and has the following effects on the annuity:

- If You choose an income plan that guarantees payments for life, the age and sex of the Annuitant is used to calculate the income amounts, unless unisex mortality factors apply to Your policy. (See *Employer-Sponsored Plans* on page 11 for more information.)
- Unless this policy is issued under an employer-sponsored retirement plan, or an Individual Retirement Annuity, if the Annuitant dies before an income plan begins, the Owner may designate a new Annuitant, subject to Our underwriting rules then in effect. If the Owner is not a natural person, the death of the Annuitant will be treated as the death of the Owner.

- If the Annuitant dies after an income plan begins, income payments will end unless the income plan chosen calls for payments to continue after death.

BENEFICIARY

The beneficiary is the person or persons who will receive payment if:

- The Owner dies before an income plan has started, or
- The Annuitant dies while payments are being made under an income plan that calls for payments to continue after the Annuitant's death.

See the *Joint Owner* provision for its effect on the beneficiary.

If no beneficiary is living when the funds become payable due to death, We will pay the Owner or Owner's estate.

CHANGES TO OWNER, ANNUITANT OR BENEFICIARY

Beneficiary. If You make a beneficiary change, the change will take effect on the date You sign the change request form. However, We are not responsible for any payment or other action taken before We have received and acknowledged in writing Your change request.

Annuitant. The Annuitant is the person designated by the Owner in the application, unless changed prior to the Annuity Date. The Annuitant may only be changed prior to the Annuity Date as follows:

- Unless this policy is issued under an employer-sponsored retirement plan or as an Individual Retirement Annuity, if the Owner is a natural person, he or she may change the Annuitant upon the death of an Annuitant who is not the Owner; or
- An Owner who is a natural person and who is not the Annuitant may designate himself or herself the Annuitant at the time the Owner requests an income plan in writing. An Owner

who is not a natural person may not change the Annuitant.

Any change of the Annuitant is subject to Our underwriting rules in effect at the time the change is requested, including underwriting rules regarding the age of the Annuitant.

Assignment and Ownership. If You assign Your policy or make an ownership change, the change will take effect on the date You sign the change request form. However, We are not responsible for any payment or other action taken before We have received and acknowledged in writing Your change request.

We are not responsible for the validity of any assignment or ownership change. An assignment or ownership change, either before or after the Annuity Date, may be a taxable transaction to the Owner. Consult Your tax advisor to determine any tax consequences.

GUARANTEED RATE PERIODS AND POLICY VALUES

Guaranteed Rate Periods: We will apply the single premium to the Guaranteed Rate Period that You select on the application. The length of the Guaranteed Rate Period is also shown on the Schedule Page.

At the end of the Guaranteed Rate Period selected, a Market Value Adjustment no longer applies and Your annuity will earn interest at a rate that We will declare in advance. A new Guaranteed Rate Period does not begin.

Policy Values. Your **Annuity Value** equals

- The single premium received,
- plus all interest earned,
- minus any applicable premium tax (see page 11),
- minus any previous withdrawals and related early withdrawal charges,
- Plus or minus any previous market value adjustment applied to previous withdrawals.

Your **Withdrawal Value** is the amount You will receive upon a full withdrawal or surrender of

Your policy. It is equal to the Annuity Value after the MVA has been applied and after any applicable early withdrawal charges have been deducted.

The Withdrawal Value equals:

- The amount of the Annuity Value in excess of the permitted free withdrawal amount;
- Minus any early withdrawal charge applicable under the policy;
- Plus or minus the market value adjustment (see page 6-7);
- Plus the permitted free withdrawal amount.

After ten years from the Policy Date, there is no early withdrawal charge and the Withdrawal Value is the same as the Annuity Value. During the 30-day period described in *Withdrawals at the End of a Guaranteed Rate Period* (see page 7), the early withdrawal charge will be waived for any funds withdrawn during this time period. An MVA does not apply after the expiration of the Guaranteed Rate Period.

Interest

Interest is credited to Your annuity daily. All interest rates quoted are effective annual interest rates. This is the rate that results after interest has compounded daily for a full year.

We set interest rates according to the following guidelines:

- The single premium will earn interest at the rate and for the time period shown on the annuity application and the Schedule Page. Thereafter, We will declare a new interest rate from time to time.
- The table on page 12 shows the minimum withdrawal values calculated using the guaranteed minimum interest rate and assuming no MVA. These values could be greater if We pay or credit interest in excess of the guaranteed minimum interest rate or if there is an applicable positive MVA. These values could be smaller if there is an applicable negative MVA. Any negative

adjustment will be waived to the extent that it would decrease the Withdrawal Value below what is permitted by law in the State where this policy is delivered.

- Prior to the selection of an income plan option, We guarantee Your effective annual interest rate will always be at least as large as the guaranteed minimum interest rate set forth in Your annuity application and on the Schedule Page, regardless of future economic conditions.

WITHDRAWALS

For the purpose of calculating permitted free withdrawal amounts and early withdrawal charges, withdrawals will be treated as coming first from interest earnings, and as a return of premium, only after earnings have been exhausted.

Permitted Free Withdrawal Option

After the first Policy Year, You may make multiple withdrawals each year that in total do not exceed 15% of the Annuity Value as of the previous anniversary without incurring an early withdrawal charge or MVA. Any withdrawals made during the 30-day period following the end of the Guaranteed Rate Period will count against the 15% permitted free withdrawal amount for that year.

If multiple withdrawals are made in any Policy Year, the percentages of that previous anniversary Annuity Value withdrawn each time will be added together to determine the 15% withdrawal limit for that year.

Market Value Adjustment (“MVA”)

Any excess withdrawal (that is, any withdrawal in excess of permitted free withdrawals) will be subject to the application of an MVA if made during a Guaranteed Rate Period. Once a Guaranteed Rate Period has expired, the MVA no longer applies. However, a withdrawal charge will still apply if the withdrawal is made during the first 10 years of the policy (unless the withdrawal occurred during the 30-day window

following the expiration of a Guaranteed Rate Period).

The effect of the market value adjustment may be positive or negative. If, on the date of a withdrawal, the index rate described below (plus 0.5%) is higher than that index rate as of the beginning of the Guaranteed Rate Period, the effect of the MVA will be negative. If, on the date of a withdrawal, the index rate (plus 0.5%) is lower than that index rate as of the beginning of the Guaranteed Rate Period, the effect of the MVA will be positive. Any negative adjustment will be waived to the extent that it would decrease the Withdrawal Value below what is permitted by law in the State where this policy is delivered.

The MVA is determined by the formula below, using the following factors:

- A is an index rate determined at the beginning of the Guaranteed Rate Period, for a security with time to maturity equal to that Period;
- B is an index rate determined at the time of withdrawal, for a security with time to maturity equal to the Guaranteed Rate Period;
- N is the number of months remaining in the Guaranteed Rate Period (rounded up to the next higher number of months); and,
- The index rates for A and B will be the U.S. Treasury Yield as quoted by Bloomberg or a comparable financial market news service, for maturities as stated above, using linear interpolation as appropriate.

The market value adjustment will equal:

The amount of Annuity Value in excess of the permitted free withdrawal amount being surrendered prior to the end of the Guaranteed Rate Period multiplied by:

$$(1 + A) / (1 + B + 0.005)^{(N/12)} - 1$$

The MVA will be added to the excess withdrawal. This will result in an addition to the withdrawal if the factor is greater than 1 or a deduction from the withdrawal if the factor is less than 1.

If the U. S. Treasury Yield is discontinued or its calculation changed significantly, the Company will, subject to any required regulatory approval, utilize a suitable replacement index.

Withdrawals at the End of Guaranteed Rate Period

Once the Guaranteed Rate Period expires, an MVA no longer applies. In addition, no early withdrawal charge will be applied to a full or partial withdrawal, which exceeds permitted amounts, made during the 30-day period following the end of Guaranteed Rate Period. Once the 30-day period following the Guaranteed Rate Period expires, withdrawal charges will resume and apply to any withdrawals in excess of permitted amounts, which are made during the ten (10) years following the Policy Date.

Early Withdrawal Charges

In addition to any positive or negative MVA an early withdrawal charge will be deducted if You withdraw more than Your permitted free withdrawal amount during the first ten (10) policy years. The early withdrawal charge is equal to the percentage(s) shown on page 1 of the excess amount withdrawn. After ten (10) years from the Policy Date and during the period described above in Withdrawals at the End of a Guaranteed Rate Period, an early withdrawal charge will not apply.

The table on page 12 shows the minimum Withdrawal Values calculated using the guaranteed minimum interest rate and assuming no MVA. These values could be greater if We pay or credit interest in excess of the guaranteed minimum interest rate or if there is an applicable positive MVA. These values could be smaller if there is an applicable negative MVA. Any negative adjustment will be waived to the extent that it would decrease the Withdrawal Value below what is permitted by law in the State where this policy is delivered.

Partial Withdrawals

You may withdraw a portion of the Annuity Value any time before an income plan has begun. Withdrawal requests must be for a minimum of [\$250]. Your withdrawal, plus or minus the MVA, plus any early withdrawal charge as described on page 8, will be deducted from Your Annuity Value. Your Annuity Value after a partial withdrawal must be at least [\$2,000].

Full Withdrawal/Termination

A full withdrawal will terminate Your policy. If You make a full withdrawal at any time during the first ten (10) policy years except for the period described in *Withdrawals at the End of a Guaranteed Rate Period*, an early withdrawal charge will apply. If You make a full withdrawal during a Guaranteed Rate Period, an MVA will also apply.

Once the Guaranteed Rate Period expires, the MVA will no longer apply, but the early withdrawal charge would still be applicable to a full withdrawal made in the first ten (10) policy years (other than during the 30-day window described above).

Deferral of Payments

In accordance with state law, We may defer payments up to six months after receiving a request for partial or full withdrawal, subject to written approval by the insurance commissioner of the state where this policy is delivered. If We defer payment, interest will continue to accrue until the payment is made.

INCOME PLANS

An income plan allows You to apply Your Annuity to create a guaranteed income for life or for a specified period. An income plan begins on the Annuity Date. As of the Annuity Date, the Owner and the Annuitant will be the same (Owner/Annuitant). The Owner may select either the Owner or the Annuitant to be the Owner/Annuitant, beginning on the Annuity Date,

subject to the limitations described in this section and in the *Annuitant* provision of this policy.

If the Owner is a natural person, and if the Owner does not elect otherwise, the Owner will be the Owner/Annuitant on the Annuity Date. If the Owner is not a natural person, and if the Owner does not elect otherwise, the Annuitant will be the Owner/Annuitant on the Annuity Date. An Annuitant who is also a representative of an Owner that is not a natural person, such as an Annuitant who is the trustee of the trust under which the policy is held, may receive income plan payments in a representative capacity.

Any change of Owner or Annuitant can have income tax consequences, and may cause the distribution requirements in this policy to apply. We will pay the income to the Owner or a designated payee.

The amount of income paid under an income plan will depend on the amount applied to purchase the plan, less premium tax, if any, and the income plan option selected. The minimum income plan values are based on the [A2000 Individual Annuity Valuation Tables], sex distinct, with interest at [1.5%]. The attained age at annuitization will be adjusted downward by one year for each full five year period that has elapsed since January 1, 2000. The table on page 13 shows the guaranteed minimum income plan values for monthly payments. These amounts could be greater, depending on the actual interest rates and the payment frequency selected.

For each plan, the amount shown under the Annuitant's sex and age as of the Annuity Date is the minimum amount that We will pay monthly for each \$1,000 applied to purchase the plan. Upon request, We will provide information on payment amounts for other ages or for unisex mortality factors. (See *Employer-Sponsored Plans* on page 11 for more information.)

You choose the Annuity Date. The Annuity Date may be any time after five (5) years from the Policy Date. (You may choose an earlier Annuity Date, but an early withdrawal charge will be

deducted before the income payment amount is calculated.)

If You do not elect an earlier date, income payments will start when the Owner reaches age 100. The income plan options are described below. If You do not choose another income plan, We will pay according to Plan B, with payments guaranteed for ten years.

Your income plan options are:

Plan A - Life Income: Provides income payments for the Annuitant's entire lifetime. Income payments will end upon the Annuitant's death.

Plan B - Life Income with 5, 10, 15 or 20 Years Guaranteed: Provides income payments for as long as the Annuitant lives. If the Annuitant dies before the guarantee period is over, We will continue to make payments until the end of the guarantee period. You choose the guarantee period of 5, 10, 15 or 20 years.

Plan C - Life Income with Installment Refund: Provides income payments for as long as the Annuitant lives. If the Annuitant dies before the guarantee period is over, We will continue to make payments until the total amount applied to the plan has been refunded. The length of the guarantee period is calculated by dividing the amount applied to the income plan by the monthly income payment amount.

Plan D - Fixed Amount: Provides fixed amount income payments for a minimum of five years and a maximum of 20 years in an amount elected until the amount applied is exhausted.

Plan E – Fixed Period Income: Provides equal periodic income payments for a predetermined number of years only. The fixed period may be from five to 20 years.

Payments may be made according to one of these income plans or as We otherwise agree. At least 30 days prior to the Annuity Date, You must:

- Return this policy.

- Indicate the income plan You have elected.

After an income plan begins, Your policy will change:

- Your Annuity on the day the income plan starts will be applied to the income plan of Your choice.
- This annuity policy will be terminated and replaced with Our agreement to make periodic payments under the income plan selected.
- No further withdrawals may be made.
- Income payments will be made monthly, quarterly, semiannually or annually, as may be requested. The minimum payment is [\$50]. We will make payments less frequently if Your chosen payment schedule results in a smaller payment. We may periodically require proof that the Annuitant is still living.

DEATH BENEFITS

Death of Annuitant Before Annuity Date

If an Annuitant who is not an Owner dies before the Annuity Date, the Owner may designate a new Annuitant, subject to Our underwriting rules then in effect. If no designation is made within 30 days of the death, the Owner will become the Annuitant. If the Owner is a non-natural person, the death of the Annuitant will be treated as the death of the Owner and the Annuity Value will be paid to the beneficiary; a new Annuitant may not be chosen.

Death of Owner Before Annuity Date

The death benefit will be paid to the beneficiary upon the death of any Owner before an income plan begins. (If the Owner's Spouse is the sole beneficiary, there is an important exception, which is explained below.) Upon the death of a Joint Owner, the surviving Joint Owner, if any, will be treated as the primary beneficiary (unless the Joint Owners have notified us in writing prior to the death of a Joint Owner that the surviving Joint Owner will not be the primary beneficiary). Any other beneficiary designation on record at the time

of death will be treated as a contingent beneficiary.

Death Benefit

The death benefit will be the greater of:

- The Annuity Value, or
- The Withdrawal Value.

If We receive a claim for the death benefit and proof that the death occurred before an income plan began, We will pay the death benefit to the beneficiary. The beneficiary may choose to receive it:

1. In a single sum paid within five years of the date of death; or
2. Under any of the income plans described in *Income Plans* beginning on page 8. In this case, the beneficiary functions as the Owner and Annuitant and may choose a new beneficiary. The income must start no later than one year after the date of death. In addition, the income must be over a period that does not exceed the life or life expectancy of the beneficiary. *Income plan options are available only if the beneficiary is a natural person.*

Surviving Spouse Exception: If the Owner's spouse is the sole beneficiary, upon the death of the Owner, the surviving spouse may, upon request, become the Owner and Annuitant of the policy, continuing the policy until his or her death. Otherwise, the surviving spouse may select an income plan option or request that We pay the Annuity Value in a single sum.

The Annuity Value will continue to earn interest until the date one of the above options goes into effect. If We do not receive a written notice of the option selected within 60 days after We receive acceptable proof of death, the Annuity Value will be paid as a single sum.

Death after Annuity Date

If the Annuitant dies while payments are being made under an income plan, those payments will

end unless the income plan chosen calls for payments to continue after the Annuitant's death. These payments will be made at least as rapidly as they were being made at the time of death.

GENERAL INFORMATION

The Contract. The annuity policy, Your application, and any riders or endorsements constitute the entire contract. All statements made in the application are, in the absence of fraud, representations and not warranties.

Your Application. By signing the annuity application You agree that all the statements and answers given by You on the application are true and complete to the best of Your knowledge.

A copy of the application is provided to You as part of this annuity policy.

Misstatement of Age or Sex. You will, upon request, provide proof of the Annuitant's birth date and sex. If the birth date or sex has been previously misstated, income amounts will be adjusted to the proper amounts for the true age or sex.

Changes. No change will be made that adversely affects Your rights unless the change is required by law. However, subject to any required regulatory approval, We may modify the policy so as to qualify as an annuity under the provisions of the Internal Revenue Code, as may be amended. You will be provided with notice of any change affecting Your policy, and if required, the right to reject such change.

Only an officer of Western National Life Insurance Company is authorized to modify the terms and provisions of the annuity policy or waive any requirement in the application. Any policy changes must be in writing and signed by an authorized officer.

Nonparticipating. This annuity policy pays no dividends and has no voting rights.

Incontestable. This annuity policy is incontestable.

Employer-Sponsored Plans. This annuity policy will have unisex mortality factors applied to its income plan if the policy is part of an employer-sponsored retirement plan under the provisions of Internal Revenue Code sections 401, 403, 457 or other pertinent section.

Applicable Law. This annuity policy is governed by the laws of the state in which it is delivered. All Annuity Values, Withdrawal Values, paid-up annuities or death benefits available from this annuity policy are at least equal to those required by that state.

Annual Statement. We will send You a statement showing Your Annuity Value, Your Withdrawal Value and the activity in Your annuity at least once each policy year until You start an income plan.

Premium Tax. Some states charge a premium tax on annuities. If a premium tax is due, We may find it necessary to deduct the tax from Your single premium, or from Your Annuity Value at the time of withdrawal or when the Annuity Value is applied to an income plan.

**ACCUMULATION TABLE
GUARANTEED VALUES***
BEFORE APPLICABLE MARKET VALUE ADJUSTMENT

| End of Contract Year | Annuity Value Increase | Annuity Value End of Year | Withdrawal Value |
|----------------------|------------------------|---------------------------|------------------|
| 1 | \$[10,100 | 10,100 | 9,292 |
| 2 | 101 | 10,201 | 9,506 |
| 3 | 102 | 10,303 | 9,601 |
| 4 | 103 | 10,406 | 9,786 |
| 5 | 104 | 10,510 | 9,973 |
| 6 | 105 | 10,615 | 10,163 |
| 7 | 106 | 10,721 | 10,356 |
| 8 | 108 | 10,829 | 10,552 |
| 9 | 108 | 10,937 | 10,751 |
| 10 | 109 | 11,046 | 10,952 |
| 11 | 111 | 11,157 | 11,157 |
| 12 | 111 | 11,268 | 11,268 |
| 13 | 113 | 11,381 | 11,381 |
| 14 | 114 | 11,495 | 11,495 |
| 15 | 115 | 11,610 | 11,610 |
| 16 | 116 | 11,726 | 11,726 |
| 17 | 117 | 11,843 | 11,843 |
| 18 | 118 | 11,961 | 11,961 |
| 19 | 120 | 12,081 | 12,081 |
| 20 | 121 | 12,202 | 12,202 |
| 21 | 122 | 12,324 | 12,324 |
| 22 | 123 | 12,447 | 12,447 |
| 23 | 125 | 12,572 | 12,572 |
| 24 | 125 | 12,697 | 12,697 |
| 25 | 127 | 12,824 | 12,824 |
| 26 | 129 | 12,953 | 12,953 |
| 27 | 129 | 13,082 | 13,082 |
| 28 | 131 | 13,213 | 13,213 |
| 29 | 132 | 13,345 | 13,345 |
| 30 | 133 | 13,478 | 13,478 |
| 31 | 135 | 13,613 | 13,613 |
| 32 | 136 | 13,749 | 13,749 |
| 33 | 138 | 13,887 | 13,887 |
| 34 | 139 | 14,026 | 14,026 |
| 35 | 140 | 14,166 | 14,166 |
| 36 | 142 | 14,308 | 14,308 |
| 37 | 143 | 14,451 | 14,451 |
| 38 | 144 | 14,595 | 14,595 |
| 39 | 146 | 14,741 | 14,741 |
| 40 | 148 | 14,889 | 14,889] |

* Values shown assume:

- A \$10,000 single premium payment at the beginning of the first policy year;
- The guaranteed minimum interest rate of [1.0%] for all applicable years;
- No prior withdrawals;
- No market value adjustment.

MINIMUM MONTHLY INCOME PLAN PAYMENTS
PER \$1,000 OF ANNUITY VALUE USED TO PURCHASE AN INCOME PLAN

| | PLAN A, B and C TABLES | | | | | | | | | | | | PLAN E TABLE | |
|---------------------------------------------------------------------|------------------------|--------|----------------------------------------------|--------|----------|--------|----------|--------|----------|--------|--------------------------------------------------|--------|-------------------------|---------------------------|
| Attained Age of Payee When First Installment is Payable | MALE and FEMALE | | | | | | | | | | | | No. of Years Payable | Fixed Period Income |
| | PLAN A Life Income | | PLAN B Life Income with Guaranteed Period | | | | | | | | PLAN C Life Income with Installment Refund | | | |
| | | | 5 years | | 10 years | | 15 years | | 20 years | | | | | |
| | | | Male | Female | Male | Female | Male | Female | Male | Female | | | | |
| 50 | [\$3.28 | \$3.03 | \$3.27 | \$3.03 | \$3.25 | \$3.02 | \$3.22 | \$3.00 | \$3.17 | \$2.98 | \$3.05 | \$2.89 | 5 | \$17.28 |
| 51 | 3.35 | 3.09 | 3.34 | 3.09 | 3.32 | 3.08 | 3.29 | 3.06 | 3.23 | 3.03 | 3.10 | 2.94 | 6 | 14.51 |
| 52 | 3.42 | 3.16 | 3.42 | 3.15 | 3.40 | 3.14 | 3.36 | 3.12 | 3.29 | 3.09 | 3.16 | 2.99 | 7 | 12.53 |
| 53 | 3.50 | 3.22 | 3.50 | 3.22 | 3.47 | 3.21 | 3.43 | 3.19 | 3.35 | 3.15 | 3.22 | 3.04 | 8 | 11.04 |
| 54 | 3.59 | 3.30 | 3.58 | 3.29 | 3.55 | 3.28 | 3.50 | 3.25 | 3.42 | 3.21 | 3.28 | 3.10 | 9 | 9.89 |
| 55 | 3.68 | 3.37 | 3.67 | 3.37 | 3.64 | 3.35 | 3.58 | 3.32 | 3.48 | 3.27 | 3.35 | 3.16 | 10 | 8.96 |
| 56 | 3.77 | 3.45 | 3.76 | 3.45 | 3.72 | 3.43 | 3.66 | 3.39 | 3.55 | 3.33 | 3.41 | 3.22 | 11 | 8.21 |
| 57 | 3.87 | 3.54 | 3.86 | 3.53 | 3.82 | 3.51 | 3.74 | 3.47 | 3.62 | 3.40 | 3.48 | 3.29 | 12 | 7.58 |
| 58 | 3.98 | 3.63 | 3.96 | 3.62 | 3.92 | 3.60 | 3.83 | 3.55 | 3.69 | 3.47 | 3.56 | 3.36 | 13 | 7.05 |
| 59 | 4.09 | 3.72 | 4.07 | 3.72 | 4.02 | 3.69 | 3.92 | 3.63 | 3.75 | 3.54 | 3.63 | 3.43 | 14 | 6.59 |
| 60 | 4.21 | 3.82 | 4.19 | 3.81 | 4.13 | 3.78 | 4.01 | 3.72 | 3.83 | 3.62 | 3.71 | 3.50 | 15 | 6.20 |
| 61 | 4.33 | 3.93 | 4.31 | 3.92 | 4.24 | 3.88 | 4.10 | 3.81 | 3.90 | 3.69 | 3.80 | 3.58 | 16 | 5.85 |
| 62 | 4.47 | 4.05 | 4.44 | 4.03 | 4.36 | 3.99 | 4.20 | 3.91 | 3.97 | 3.77 | 3.88 | 3.66 | 17 | 5.55 |
| 63 | 4.61 | 4.17 | 4.58 | 4.15 | 4.49 | 4.10 | 4.30 | 4.00 | 4.04 | 3.84 | 3.98 | 3.75 | 18 | 5.27 |
| 64 | 4.77 | 4.30 | 4.73 | 4.28 | 4.62 | 4.22 | 4.41 | 4.11 | 4.11 | 3.92 | 4.07 | 3.84 | 19 | 5.03 |
| 65 | 4.93 | 4.43 | 4.89 | 4.41 | 4.76 | 4.34 | 4.51 | 4.21 | 4.17 | 4.00 | 4.18 | 3.93 | 20 | 4.81] |
| 66 | 5.11 | 4.58 | 5.06 | 4.56 | 4.90 | 4.48 | 4.62 | 4.32 | 4.24 | 4.07 | 4.28 | 4.03 | | |
| 67 | 5.29 | 4.74 | 5.24 | 4.71 | 5.05 | 4.62 | 4.73 | 4.43 | 4.30 | 4.15 | 4.39 | 4.14 | | |
| 68 | 5.49 | 4.91 | 5.42 | 4.88 | 5.20 | 4.76 | 4.83 | 4.55 | 4.36 | 4.22 | 4.51 | 4.25 | | |
| 69 | 5.70 | 5.09 | 5.62 | 5.05 | 5.36 | 4.92 | 4.94 | 4.66 | 4.42 | 4.29 | 4.63 | 4.37 | | |
| 70 | 5.93 | 5.29 | 5.83 | 5.24 | 5.53 | 5.08 | 5.05 | 4.78 | 4.47 | 4.36 | 4.76 | 4.49 | | |
| 71 | 6.17 | 5.50 | 6.06 | 5.44 | 5.70 | 5.25 | 5.15 | 4.90 | 4.52 | 4.42 | 4.90 | 4.62 | | |
| 72 | 6.43 | 5.73 | 6.29 | 5.66 | 5.87 | 5.43 | 5.25 | 5.02 | 4.56 | 4.48 | 5.04 | 4.76 | | |
| 73 | 6.70 | 5.97 | 6.54 | 5.89 | 6.05 | 5.62 | 5.35 | 5.14 | 4.60 | 4.53 | 5.19 | 4.90 | | |
| 74 | 7.00 | 6.24 | 6.80 | 6.14 | 6.23 | 5.81 | 5.44 | 5.25 | 4.64 | 4.58 | 5.34 | 5.06 | | |
| 75 | 7.31 | 6.53 | 7.08 | 6.41 | 6.42 | 6.01 | 5.53 | 5.36 | 4.67 | 4.62 | 5.51 | 5.22 | | |

All values shown are based on an interest rate of [1.5%].



SINGLE PREMIUM DEFERRED ANNUITY POLICY

**SINGLE PREMIUM DEFERRED ANNUITY
WITH MARKET VALUE ADJUSTMENT PROVISION
ANNUITY PAYMENTS TO BEGIN ON ANNUITY DATE
THIS ANNUITY IS NON-PARTICIPATING -- DIVIDENDS ARE NOT PAYABLE**

Single Premium Deferred Annuity Application

OWNER (All Policyholder correspondence will be sent to this address.)

Name: John Doe Sex: M Age: 35 DOB: 10/01/1976
Address: 123 Main Street Marital Status: M SSN: 123-45-6789
Anywhere, USA Daytime Phone: 123-456-7890

JOINT OWNER (Optional. Non-Qualified Annuities only.)

Name: _____ Sex: _____ Age: _____ DOB: _____
Marital Status: _____ SSN: _____ Daytime Phone: _____

ANNUITANT (If different from the Owner.) Upon the death of the Annuitant, Owner may designate a new Annuitant. If no designation is made within 30 days of the death of the Annuitant, the Owner will become the Annuitant.

Name: _____ Sex: _____ Age: _____ DOB: _____
Address: _____ Daytime Phone: _____ SSN: _____
Relationship to Owner: _____

OWNER'S BENEFICIARY DESIGNATION – In the event of death of Owner, surviving Joint Owner becomes Primary Beneficiary.

⊖ If you do not want the Joint Owner to be the Primary Beneficiary, check here and name Beneficiary below.

Primary Beneficiary: Name: Jane Doe Relationship: Wife

Contingent Beneficiary: Name: _____ Relationship: _____

INTEREST RATE (Interest is credited and compounded daily to achieve the annual rate. To achieve this rate, the premium must be left for the applicable term without any withdrawals.) The guaranteed minimum interest rate for the life of your policy is [1.00]%.

Year 1: [3.00]% Years [2] through [5]: [2.00]%
Guaranteed Rate Periods: [☒ 5 Year ☐ 6 Year ☐ 7 Year ☐ 8 Year ☐ 9 Year ☐ 10 Year]

PURCHASE PAYMENT

Policy Number: H123456 Policy Date: 11/01/2011
Single Premium Payment: \$ 10,000 Annuity Date: 11/01/2041

PLAN TYPE (required): ☒ **Non-Qualified** ☐ **Qualified**

Tax-Qualified Plans: ☐ Traditional IRA ☐ Roth IRA ☐ Other: _____

Check one: ☐ Initial Contribution for Tax Year _____ ☐ Transfer ☐ Rollover ☐ Roth IRA Conversion Year _____]

SIGNATURES Checks must be made payable to **Western National Life Insurance Company**.

[Do you have any existing life insurance policies or annuity contracts? ☐ Yes ☒ No
Will this annuity replace, discontinue or change any existing life insurance or annuity contract issued by any company? ☐ Yes ☒ No (If yes, complete the following.) Company _____ Policy No. _____
Are you an active duty service member of the United States Armed Forces? ☐ Yes ☒ No]

I understand this annuity is not federally insured. On behalf of myself and any person who may claim any interest under this policy, I represent that all statements and answers in this application to the best of my knowledge and belief are complete and true. I have read and understand the important disclosures located on the reverse of this application.

Please initial if applicable: JD I am applying for a market-value adjustment annuity. **I understand that amounts payable under the policy are subject to a market value adjustment and to an early distribution charge for the period specified in the policy.**

John Doe _____ Owner's Signature
Signed at (city/state): Anywhere, USA Joint Owner's Signature (if applicable)
on (date): 11/01/2011

REPRESENTATIVE INFORMATION

[To the best of my knowledge the applicant has an existing life insurance policy or annuity contract. ☐ Yes ☒ No
Do you have any reason to believe this annuity will replace, discontinue or change any existing life insurance or annuity? ☐ Yes ☒ No
As agent, have you complied with all State Replacement Regulations and completed all required State Replacement forms? ☒ Yes ☐ No
By signing this form, I certify that I have truly and accurately recorded herein the information provided by the applicant.

Bill Q. Agent _____ ABC Insurance Agency.
Licensed Agent's Signature Agency Name and Number
Bill Q. Agent State Lic.#: 00615 Agent#: 98765
Licensed Agent (Print name)

DISCLOSURES

[REDEMPTIONS FROM OPTIONAL RETIREMENT PROGRAMS AND OTHER PLANS: Distributions from employer-sponsored retirement programs, including optional retirement programs, will be subject to any limitations imposed by the plan.

For Louisiana Optional Retirement Program Participants Only: For participants in the Louisiana Optional Retirement Program, withdrawals are limited by the plan and must take the form of an annuity payable over your lifetime or the joint lifetime of you and your beneficiary.

For Texas Optional Retirement Program Participants Only:

- Benefits in the Texas Optional Retirement Program vest after one year and one day of participation in one or more optional retirement plans.
- Benefits under the Texas Optional Retirement Program are available to you only after you attain the age of 70 ½ years, or terminate participation by death, retirement, or termination of employment in all Texas institutions of higher education.
- Western National Life Insurance Company (WNLIC) will require written verification from the program administrator of your qualification for any requested redemption of any annuity benefits purchased under the Texas Optional Retirement Program.

California Senior Disclosure: Please be advised that the sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity, or other asset to fund the purchase of this product may have tax consequences, early withdrawal penalties, or other costs or penalties as a result of the sale or liquidation, and you may wish to consult independent legal or financial advice before selling or liquidating any assets and prior to the purchase of any life or annuity products being solicited, offered for sale, or sold.]

FRAUD WARNING

[In some states we are required to advise you of the following: Any person who knowingly intends to defraud or facilitates a fraud against an insurer by submitting an application or filing a false claim, or makes an incomplete or deceptive statement of a material fact, may be guilty of insurance fraud.

Arkansas, North Dakota, South Carolina, South Dakota, and Texas Residents Only: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, commits insurance fraud, which may be a crime and may subject the person to civil and criminal penalties.

Colorado, Kentucky, New Mexico, Ohio, and Pennsylvania Residents Only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

District of Columbia, Louisiana, and Rhode Island Residents Only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

Maryland and Massachusetts Residents Only: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit, or knowingly and willfully presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey Residents Only: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Maine, Tennessee, Virginia and Washington Residents Only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Oklahoma Residents Only: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claims for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.]

| | | | |
|--------------------------|--------------------------------------------------|------------------------|-------------------------|
| SERFF Tracking Number: | AGNN-127826534 | State: | Arkansas |
| Filing Company: | Western National Life Insurance Company | State Tracking Number: | 50271 |
| Company Tracking Number: | A215-11-X | | |
| TOI: | A021 Individual Annuities- Deferred Non-Variable | Sub-TOI: | A021.003 Single Premium |
| Product Name: | Single Premium Deferred Annuity | | |
| Project Name/Number: | A215-11-X/A215-11-X | | |

Supporting Document Schedules

| | | |
|--------------------------|----------------------|---------------------|
| | Item Status: | Status Date: |
| Satisfied - Item: | Flesch Certification | |
| Comments: | | |
| Attachment: | | |
| AR-FLESCHE.pdf | | |

| | | |
|-------------------------|---------------------|---------------------|
| | Item Status: | Status Date: |
| Bypassed - Item: | Application | |
| Bypass Reason: | n/a | |
| Comments: | | |

| | | |
|--------------------------|---------------------------------|---------------------|
| | Item Status: | Status Date: |
| Satisfied - Item: | Life & Annuity - Actuarial Memo | |
| Comments: | | |
| Attachment: | | |
| A215-11-X_ActMemo.pdf | | |

| | | |
|--------------------------|---------------------|---------------------|
| | Item Status: | Status Date: |
| Satisfied - Item: | SOVs | |
| Comments: | | |
| Attachments: | | |
| SOV-211-1X.pdf | | |
| SOV-A215-11-X.pdf | | |

CERTIFICATION

WESTERN NATIONAL LIFE INSURANCE COMPANY, NAIC #70432, hereby certifies that the following form(s) comply with the Flesch scale of readability requirements of Ark. Stat. Ann. s 23-80-206 and s 23-80-207 as cited in the Life and Disability Insurance Policy Language Simplification Act.

| <u>Form Number</u> | <u>Form Description</u> | <u>Flesch Score</u> |
|--------------------|---------------------------------------|---------------------|
| A215-11-X | Single Premium Deferred Annuity w/MVA | 50 |
| 211-1X | Annuity Application | 50 |



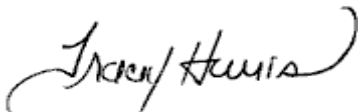
Tracey Harris - Vice President

Date

Statement of Variability for Form 211-1X
Western National Life Insurance Company
November 14, 2011

We have bracketed or determined that the following information will be variable. Any changes will be for future use only, and on a non-discriminatory basis. We have bracketed the following information:

1. Contact Information: The location and telephone number are bracketed for administrative purposes.
2. Interest Rate section:
 - a. The current GMIR is 1.00%. The rate will always be equal or exceed the rate produced by the procedures filed with the Department. The GMIR will range between 1.0% to 3.0% and is tied to the five-year Constant Maturity Treasury Rate. Any changes to the GMIR will be applicable only to new issues.
 - b. The current interest rate is 3.0% and may range between 1.0% and 5.0%. Any changes will apply only to new issues.
 - c. The Guaranteed Rate Periods currently offered are 5, 6, 7, 8, 9, and 10 years. Depending on economic and market conditions, it may be necessary to remove from the market certain term periods. The terms may range between 2 and 10 years. Any changes will apply only to new issues.
3. Qualified Information: To allow for flexibility in the information collected, Tax Qualified Plans offered, and the ability to make changes that comply with applicable state or federal requirements. Any changes will apply only to new issues.
4. Replacement Information: To allow for flexibility in the information collected, and to make changes to comply with state or federal requirements. Replacement information will always be on the application as required, but may be subject to change based on state or federal updates. Any changes will apply only to new issues.
5. Disclosures and Fraud Warnings: The disclosures and fraud warnings so that text may be modified to comply with changes in state law. Any changes will apply only to new issues.



Tracey Harris - Vice President

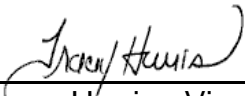
November 15, 2011

Date

Statement of Variability (SOV) for Form(s):
A215-11-X
Western National Life Insurance Company
November 14, 2011

Variability is denoted by the use of brackets and will only apply to new issues.

1. For administrative purposes, the location, telephone number and other annuity contact information is bracketed.
2. For administrative purposes, the Officer signatures are bracketed on the cover page of the policy.
3. The current interest rate, guaranteed minimum interest rate (GMIR), and table of values in the above captioned form are submitted on a variable basis. Any changes will only apply to new issues.
 - a. The current interest rate is 3.0% and may range between 1.0% and 5.0%.
 - b. The current guaranteed minimum interest rate is 1.0%. The rate will always be equal to or exceed the rate produced by the procedures filed with the Department.
 - c. The GMIR will range between 1.00% to 3.00% and is tied to the five-year Constant Maturity Treasury Rate.
4. The Guaranteed Rate Periods currently offered are 5, 6, 7, 8, 9, and 10 years. Depending on economic and market conditions, it may be necessary to remove from the market certain term periods. The terms may range between 2 and 10 years. Any changes will apply only to new issues.
5. The minimum partial withdrawal amount minimum remaining value after partial withdrawal, and the minimum income payments are denoted as variable by the use of brackets. Any changes will only be applicable to new issues.
 - a. Withdrawal requests must be for a minimum of \$250 and may range between \$50 and \$500.
 - b. The annuity value after a partial withdrawal must be at least \$2,000 and may range between \$500 and \$5,000.
 - c. The minimum income payment is \$50 but may vary between \$50 and \$100.
6. The settlement option interest rate, mortality table and the values in the settlement option tables in the above captioned form are submitted on a variable basis and are denoted as variable by use of brackets []. Any changes will only apply to new issues. Any change in the settlement option interest rate, mortality table or the values listed in the settlement option table will be filed with the Department for approval prior to use.



Tracey Harris - Vice President
Western National Life Insurance Company

Date November 15, 2011